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13 Adobe Systems Inc.

14 UNITED STATES DISTRICT COURT  
15  
16 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION  
17

18 IN RE: HIGH-TECH EMPLOYEE  
19 ANTITRUST LITIGATION

20 **Master Docket No. 11-CV-2509-LHK**

21 THIS DOCUMENT RELATES TO:  
22  
23 ALL ACTIONS  
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**DECLARATION OF JAMES OH IN  
SUPPORT OF DEFENDANTS'  
RESPONSE TO PLAINTIFFS'  
ADMINISTRATIVE MOTION TO  
SEAL**

1 I, James Oh, declare as follows:

2 1. I am the Vice President, Associate General Counsel at Adobe Systems Inc.  
3 (“Adobe”) and have held this position since July 2013. My prior roles at Adobe were Senior  
4 Director, Associate General Counsel (Mar. 2011 to Jul. 2013); Director, Associate General  
5 Counsel (Jan. 2008 to Feb. 2011); Senior Corporate Counsel (Jun. 2006 to Jan. 2008); and  
6 Corporate Counsel (Feb. 2004 to Jun. 2006). Through my roles at Adobe, I am familiar with  
7 Adobe’s internal policies, practices and strategies related to Adobe’s business contracts and  
8 business collaborations with other companies, including Apple, Inc (“Apple”). I have personal  
9 knowledge of the facts set forth in this declaration and if called to testify, could and would do so  
10 competently.

11 2. I submit this declaration in support of Defendants’ Response to Plaintiffs’  
12 Administrative Motion to Seal Filings Related to Plaintiffs’ Opposition Briefs, and in support of  
13 Adobe’s request to maintain certain information lodged under seal. In particular, Adobe seeks to  
14 seal redacted portions of the following agreements with Apple, filed by plaintiffs as Exhibits 47  
15 through 54 to the Declaration of Dean M. Harvey in Support of Plaintiffs’ Opposition Briefs Re  
16 Dkts. 554, 556, 557, 559, 560, 561, 564, 570 (“Harvey Decl.”):

- 17 • Harvey Decl. Ex. 47 (ADOBE\_109674), Master Software Loan Agreement;
- 18 • Harvey Decl. Ex. 48 (ADOBE\_110060), Source Code Evaluation and Assistance  
19 Agreement;
- 20 • Harvey Decl. Ex. 49 (ADOBE\_110292), Agreements for Unreleased Software;
- 21 • Harvey Decl. Ex. 50 (ADOBE\_110302), Agreement of Confidentiality;
- 22 • Harvey Decl. Ex. 51 (ADOBE\_110308), Master Agreement for Mutual Disclosure  
23 of Information, Amendments One and Two to Master Agreement for Mutual  
24 Disclosure of Information, First and Second Addenda to Master Agreement for  
25 Mutual Disclosure of Information, and attached Exhibits and Appendices;
- 26 • Harvey Decl. Ex. 52 (ADOBE\_110368), Agreement for Disclosure of Adobe  
27 Information and Assignment;
- 28

- 1           • Harvey Decl. Ex. 53 (ADOBE\_110398), Master Agreement for Mutual Disclosure
- 2           of Information and attached Exhibits and Appendices; and
- 3           • Harvey Decl. Ex. 54 (ADOBE\_110454), Joint Development and License
- 4           Agreement and attached Exhibits.

5           3. I have reviewed the agreements listed above. The redacted portions of these  
6 documents contain and reflect information designated by Adobe as “Confidential-Attorneys’ Eyes  
7 Only” under the Stipulated Protective Order entered by this Court (Dkt. 107).

8           4. Adobe considers the redacted portions of these documents, as well as information  
9 related their drafting and negotiation, as highly confidential, competitively sensitive, and  
10 proprietary. Adobe’s practice is to keep this information, and similar terms and conditions in  
11 similar contracts, confidential. Such information reveals internal policies, practices, and  
12 strategies developed by Adobe to further its business contracts and collaborations. Adobe does  
13 not disclose these terms and conditions publicly or to third parties and derives economic benefit  
14 by maintaining these terms and conditions confidential.

15           5. Public disclosure of this information, and terms and conditions of similar  
16 agreements, would competitively harm Adobe, deprive Adobe of its investment in developing  
17 strategies and practices, and put Adobe at a significant disadvantage with respect to its business  
18 relationships, dealings, and partnerships. Such disclosure would give Adobe’s competitors and  
19 other entities an unearned advantage by giving them the benefit of detailed information and  
20 insight into Adobe’s confidential business strategies and practices.

21           6. Adobe requests that the redacted portions of these documents be maintained under  
22 seal and redacted from publicly filed versions. Moreover, Adobe requests that documents that  
23 quote directly from the redacted portions of the above agreements, or otherwise reveal  
24 confidential information in such agreements, be similarly redacted and maintained under seal. I  
25 understand that Plaintiffs’ Consolidated Opposition to Defendants’ Joint and Individual Motions  
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1 for Summary Judgment, footnote 38, quotes directly from Harvey Decl. Ex. 51  
2 (ADOBE\_110308). Adobe thus requests the quoted language be redacted and maintained under  
3 seal.

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6 I declare under penalty of perjury under the laws of the United States that the foregoing is  
7 true and correct. Executed this 21st day of February, 2014 in San Jose, California.  
8

9  
10 By: \_\_\_\_\_



James Oh